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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

INTERNATIONAL LEASE FINANCE
CORPORATION, a California
corporation, and CASTLE 2003-1C LLC,
a Delaware limited liability company;

Plaintiffs,

v.

AIR COMET, S.A., a Spanish
corporation; and INTERINVEST, S.A., an
Argentine corporation.

Defendants.

CASE NO. CV08 - 7928 JFW (JCx)
(Hon. John F. Walter)

**STIPULATION AND PROTECTIVE
ORDER**

Trial Date: January 26, 2010

Action Filed: December 2, 2008

Pursuant to Fed. R. of Civ. Proc. 26(c), plaintiffs International Lease Finance Corporation and Castle 2003-1C LLC and defendants Air Comet, S.A. and Interinvest, S.A. stipulate that the following Protective Order may be entered by this Court:

1. Introduction and Scope.

This Protective Order shall govern any designated record of information produced in this Action, including all designated motions and other papers submitted to the Court in this Action, all designated deposition testimony, all designated testimony taken at a hearing or other proceeding, interrogatory answers, Documents and other discovery materials, whether produced informally or in response to interrogatories, requests for admissions, requests for production of documents or other formal method of discovery or as part of any disclosure required by Rule 26 of the Federal Rules of Civil Procedure or local rule.

2. Definitions.

- a) “Action”: refers to the above-captioned matter, International Lease Finance Corp., et al. v. Air Comet, S.A., et al., Case No. CV 08-7928 JFW (JCx), now pending in the United States District Court for the Central District of California.
- b) “Confidential Information”: means any non-public, commercially valuable information of a Producing Party that meets the criteria stated in the Introduction of this Protective Order.
- c) “Counsel” (without qualifier): includes Outside Counsel and House Counsel, as well as their support staffs, as defined herein.
- d) “Documents”: means all information, documents or things within the scope of Fed. R. Civ. P. Rule 34.
- e) “House Counsel”: means attorneys who are employees of a Party to this Action.

- 1 f) “Outside Counsel”: means attorneys who are not employees of a
 2 Party but who are retained to represent or advise a Party in this
 3 Action.
- 4 g) “Party”: refers to any party to the Action, including all of its
 5 officers, directors, and employees, and its Outside Counsel retained
 6 by that party for this Action, including such counsel’s support staff.
- 7 h) “Producing Party”: refers to a Party or third party that designates
 8 Documents or testimony as CONFIDENTIAL pursuant to this
 9 Protective Order.
- 10 i) “Protected Material”: refers to any Document or testimony that is
 11 designated as CONFIDENTIAL pursuant to this Protective Order.
- 12 j) “Receiving Party”: a Party that receives Documents in the Action.
- 13 k) “Termination of this Action”: refers to the earlier of: (a) when there
 14 is a settlement with prejudice in this Action with respect to all
 15 causes of action; (b) when there is a final judgment ending this
 16 Action that is no longer subject to appeal; and (c) when there is an
 17 appellate opinion ending this Action that is no longer subject to
 18 further appeal or petition for review.

19 **3. Designation of Documents.**

20 Each Producing Party shall have the right to designate as confidential and
 21 subject to this Protective Order any information, Document or portion of any
 22 Document produced by it or a third party in this litigation, which the Producing Party
 23 believes in good faith contains its trade secrets or other confidential technical, business
 24 or financial information that the party would not normally reveal to third parties, or
 25 would require third parties to maintain in confidence. This designation shall be made
 26 by stamping each page of the Document or electronically stored information
 27 containing Confidential Information with the legend “CONFIDENTIAL – Subject To
 28 Protective Order” prior to its production or, if inadvertently produced without such

1 legend, by promptly furnishing written notice to the Receiving Party that the
2 information or Document shall be CONFIDENTIAL under this Protective Order along
3 with appropriately labeled copies of the Documents in question. To the extent that the
4 Receiving Party has already disclosed such information or Document, the Receiving
5 Party shall promptly collect any copies of Protected Material that have been provided
6 to individuals other than those authorized under this Protective Order, and shall
7 destroy or return them to the Producing Party.

8 With respect to all materials provided for inspection by a Producing Party's
9 counsel, designation by stamping or labeling as CONFIDENTIAL need not be made
10 until copies of the materials are requested after inspection and selection by counsel.
11 Making Documents and things available for inspection shall not constitute a waiver of
12 any claim of confidentiality, and all materials provided for inspection by a Producing
13 Party's counsel shall be treated as though designated as CONFIDENTIAL at the time
14 of the inspection.

15 **4. Limit on Use of Designated Information.**

16 Each Party and all persons bound by the terms of this Protective Order shall use
17 any information or Document governed by this Protective Order only for the purpose
18 of prosecution or defense of this Action; no Party or other person shall use any
19 information or Document governed by this Protective Order for any purpose other than
20 the prosecution or defense of this Action. It is, however, understood that Counsel for a
21 Party may give advice and opinions to his or her client based on his or her evaluation
22 of information designated as CONFIDENTIAL produced by the opposing Party
23 provided that such rendering of advice and opinions shall not reveal the content of
24 such information except by prior agreement with Counsel for the Producing Party.
25 The attorneys of record for the Parties shall exercise reasonable care to ensure that the
26 information and Documents governed by this Protective Order are (a) used only for the
27 purposes specified herein, and (b) disclosed only to authorized persons.

28

1 **5. CONFIDENTIAL Material.**

2 Except as otherwise provided by written stipulation of the Producing Parties or
 3 by further order of the Court, Documents or information designated as
 4 CONFIDENTIAL shall only be disclosed on a need-to-know basis. No Documents or
 5 information designated as CONFIDENTIAL shall be disclosed by the Receiving Party
 6 to any third party except by written stipulation of the Producing Parties or by order of
 7 the Court. The Parties shall store and maintain information and Documents designated
 8 as CONFIDENTIAL in a secure manner to ensure that access is limited to the
 9 individuals authorized under this Protective Order.

10 **6. Persons With Access to CONFIDENTIAL Materials.**

11 Unless otherwise ordered by the Court or permitted in writing by the Producing
 12 Party, a Receiving Party may disclose any Protected Material designated as
 13 CONFIDENTIAL only to:

- 14 a) the Receiving Party's Outside Counsel of record in this Action, as
 15 well as employees of said Outside Counsel working solely in legal,
 16 secretarial, clerical, and paralegal capacities and who are assisting
 17 those attorneys in this Action, and persons working for outsourced
 18 litigation support services for the purposes of this Action;
- 19 b) authors, creators, addressees, and recipients of the Protected
 20 Material, who prior to the Action, lawfully received or had access
 21 to the Protected Material, including the officers, directors, or
 22 employees (including House Counsel) of the Producing Party;
- 23 c) expert witnesses or outside consultants and the employees or agents
 24 of such experts or consultants who are assisting them for the
 25 purposes of this Action, retained by the Receiving Party or the
 26 Receiving Party's Outside Counsel in connection with this Action
 27 after compliance with the procedures of Paragraph 10 of this
 28 Protective Order;

- d) stenographers, videographers, translators, and their staffs retained for this Action;
- e) the Court and its personnel, and
- f) officers, directors, employees, and House Counsel of a Party whose cooperation or assistance is reasonably necessary to enable the Party's Outside Counsel to prepare for trial in this Action.

7. Exercise of Restraint in Designation.

The Producing Party agrees to designate information as CONFIDENTIAL on a good faith basis and not for purposes of harassing the Receiving Party or for purposes of unnecessarily restricting the Receiving Party's or the public's access to information concerning the lawsuit. If it comes to a Producing Party's attention that information or items that it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Producing Party shall promptly notify the Receiving Party that it is withdrawing or altering the mistaken designation.

8. Execution of Undertaking by Experts or Outside Consultants.

Before disclosing Documents or things designated CONFIDENTIAL to outside experts or outside consultants under Paragraph 6 above, a Party shall first obtain from each expert or consultant a signed undertaking in the form of Exhibit A hereto.

For purposes of this Protective Order, "experts or outside consultants" means an expert or independent consultant or contractor who is not an employee of the Parties or of a competitor of the Parties, and is retained solely for the purpose of advising and assisting Counsel in the preparation or trial of this Action or retained to give expert testimony or retained for both purposes, and his or her secretarial assistants, to whom it is necessary to disclose CONFIDENTIAL Documents and information for the purposes of this Action.

9. Related Documents.

Documents and information designated as CONFIDENTIAL shall include (a) all copies, extracts and complete or partial summaries prepared from such Documents or

information; (b) portions of deposition transcripts and exhibits thereto which contain or reflect the content of any such Documents, copies, extracts, or summaries; (c) portions of briefs, memoranda or any other writing filed with the Court and exhibits thereto which contain or reflect the content of any such Documents, copies, extracts, or summaries; and (d) deposition testimony designated in accordance with Paragraph 10 below.

10. Designation of Deposition Transcripts.

Deposition transcripts, or portions thereof, may be designated as subject to this Protective Order either (a) at the time of such deposition, in which case the transcript of the designated testimony shall be bound in a separate volume and marked CONFIDENTIAL by the reporter, as the Producing Party may direct; or (b) within fourteen (14) days following receipt of the deposition transcript by providing written notice to the reporter and all counsel of record, in which case all Counsel receiving such notice shall mark the copies or portions of the designated transcript in their possession or under their control as directed by the Producing Party. Accordingly, all deposition transcripts not previously designated pursuant to (a) above, shall be treated as if designated CONFIDENTIAL by the Parties for a period of fourteen (14) days after receipt of the transcript.

The Producing Party shall have the right to exclude the following persons from a deposition before the taking of testimony designated as CONFIDENTIAL and subject to this Protective Order: all persons except those provided for in Subparagraphs 6(a) - (f) above, and the deponent.

11. Use in Court Proceedings

Any hearing or other proceeding that refers to or describes either CONFIDENTIAL information may, in the Court's discretion, be held *in camera*, out of the presence of all unqualified persons, and any transcript or portion thereof relating thereto shall, subject to the Court's approval, be designated as CONFIDENTIAL and sealed. The Producing Party may request that the proceeding be conducted *in camera*.

1 Notwithstanding the designations given to CONFIDENTIAL material, any Court
2 hearing or other Court proceeding which refers to or describes CONFIDENTIAL
3 material may, in the Court's discretion, be held in open court without affecting the
4 confidentiality of such information, and any sealed records referenced or described in
5 such hearing or proceeding shall remain sealed.

6 **12. Disclosure to Author or Recipient.**

7 Notwithstanding any other provision of this Order, nothing herein shall prohibit
8 Counsel for a Party from disclosing a Document designated as CONFIDENTIAL to
9 any person whom the Document clearly identifies as an author, addressee, or carbon
10 copy recipient of such Document; and regardless of designation pursuant to this Order,
11 if a Document or testimony makes reference to the actual or alleged conduct or
12 statements of a person who is a potential witness, Counsel may discuss such conduct or
13 statements with such witness without revealing any portion of the Document or
14 testimony other than that which specifically refers to such conduct or statement, and
15 such discussion shall not constitute disclosure within the terms of Paragraphs 5-8
16 above.

17 **13. Designation of Documents Under Seal.**

18 Any information or Documents designated as CONFIDENTIAL, if filed with
19 the Court, shall be lodged conditionally under seal in accordance with Central District
20 Local Rule 79-5.1.

21 Where a Receiving Party intends to attach a Document as an exhibit to a paper
22 to be filed with the Court, which Document the Receiving Party believes has
23 incorrectly been designated under this Protective Order and need not be filed under
24 seal, upon 72 hours written notice to the Producing Party by the Receiving party, the
25 Producing Party will consider the propriety of its designation, and inform the
26 Receiving Party whether or not it will insist on the filing of the Document under seal
27 upon termination of the 72-hour period. Upon confirmation by the Producing Party
28 that the Document is CONFIDENTIAL, the Receiving Party agrees to file the

1 Document under seal pursuant to the terms of this Protective Order or follow the
2 procedures set forth in Paragraph 16 to challenge the confidentiality designation.

3 **14. Confidentiality of Party's Own Documents.**

4 No person may disclose, in public or private, any designated information or
5 Documents except as provided for in this Protective Order; but nothing herein shall
6 affect the right of the Producing Party to disclose to its officers, directors, employees,
7 consultants or experts, or to any other person, information or Documents designated by
8 it as CONFIDENTIAL. Such disclosure shall not waive the protections of this
9 Protective Order and shall not entitle other Parties or their attorneys to disclose such
10 information or Documents in violation of this Protective Order.

11 **15. Preparation of Witness and Exhibit Designation.**

12 Any Party may mark any designated material as an exhibit to a deposition,
13 hearing or other proceeding and examine any witness thereon, provided the exhibit and
14 related transcript pages receive the same type of confidentiality designation as the
15 original Document.

16 **16. Other Protections; Challenge to Confidentiality Designation.**

17 (a) This Protective Order shall not preclude any Producing Party from
18 seeking and obtaining, on an appropriate showing, such additional protection with
19 respect to the confidentiality of Documents or other discovery material as that Party
20 may consider appropriate. Nor shall any Party be precluded from (i) claiming that any
21 matter designated hereunder is not entitled to the protections of this Protective Order,
22 (ii) applying to the Court for an Order permitting disclosure or use of information or
23 Documents otherwise prohibited by this Protective Order, or (iii) applying for an Order
24 modifying this Protective Order in any respect. No Party shall be obligated to
25 challenge the propriety of any confidentiality designation and failure to do so shall not
26 preclude a subsequent attack on the propriety of such designation.

(b) On any motion challenging the designation of any Document or other record of information as CONFIDENTIAL, the burden of justifying the designation shall lie with the Producing Party.

17. Inadvertent Production of Privileged Materials.

Any Producing Party that mistakenly produces materials protected by the attorney-client privilege, work product doctrine, or other privilege, doctrine, or right may obtain the return of those materials by promptly notifying the recipients of the privilege and thereafter providing a privilege log therefor. The recipients shall then gather and return all copies of the privileged materials to the producing Party, except for any pages containing privileged markings by the recipient which shall instead be destroyed and certified as such by the recipient to the producing Party. This provision is in addition to the obligations a Party has under the Federal Rules of Civil Procedure, including obligations under Fed. R. Civ. P. 26(b)(5)(B).

18. Non-Party Material.

The terms of this Protective Order are also applicable to CONFIDENTIAL information submitted by a non-party, and such information produced by a non-party in connection with this litigation is protected by the remedies and relief provided by this Protective Order. A non-party providing information to all the Parties through either formal or informal discovery means shall (a) have the same right as a Party to designate any such information under this Protective Order; and (b) shall have standing to enforce the terms of this Protective Order with respect to disclosure and use of that non-party's designated information.

19. Return or Destruction of Designated Information.

Within thirty (30) days after Termination of this Action, Outside Counsel and all other persons having possession or control of information designated as CONFIDENTIAL, including any briefs, motions, pleadings, expert reports or other Documents created during the course of this litigation that contain information designated as CONFIDENTIAL, shall either (1) return to the Producing Party's

1 Outside Counsel, or (2) destroy all designated material and any copies thereof, except
 2 that any Documents or copies which contain or constitute attorney's work product may
 3 be retained by Outside Counsel. In the case where the latter option is used, the
 4 destroying Party shall give written notice certifying such destruction has taken place to
 5 Outside Counsel for the Producing Party within the thirty (30) day period.

6 **20. Notification of Third Party Subpoena.**

7 If a Party is served with a subpoena, discovery request in another action, or any
 8 other request seeking by legal process the production of documents, things,
 9 information or other material produced to it and designated as CONFIDENTIAL in
 10 this Action, such Party shall notify promptly the Party who produced the materials
 11 designated as CONFIDENTIAL.

12 **21. Waiver or Termination of Order.**

13 No part of the restrictions imposed by this Protective Order may be waived or
 14 terminated, except by the written stipulation executed by counsel of record for each
 15 Producing Party, or by an order of the Court for good cause shown. The restrictions
 16 provided for herein shall not terminate upon the Termination of this Action, but shall
 17 continue until further order of this Court, or by stipulation of the Parties.

18 **22. Modification of Order; Prior Agreements.**

19 This Protective Order may be modified, and any matter related to it may be
 20 resolved, by written stipulation of the Parties without further order of the Court.

21 In the event that the Parties modify this Protective Order pursuant to this
 22 provision after the production by a third party of CONFIDENTIAL materials, the third
 23 party's CONFIDENTIAL materials will continue to be treated according to the terms
 24 of the Protective Order as at the time the third party's CONFIDENTIAL materials
 25 were produced, subject to the third party's entitlement to consent to the application of
 26 the terms of the modified Protective Order to its CONFIDENTIAL materials.

23. Continuing Jurisdiction.

This Order is ongoing and shall survive Termination of this Action. The District Court for the Central District of California shall retain jurisdiction to enforce the Protective Order even after Termination of this Action.

SO STIPULATED:

Dated: June 9, 2009

GIBSON, DUNN & CRUTCHER LLP
SCOTT A. EDELMAN, SBN 116927
SCOTT M. MALZAHN, SBN 229204

By: _____/s/_____
Scott M. Malzahn

Attorneys for Plaintiffs International Lease
Finance Corporation and Castle 2003-1C LLC

Dated: June 9, 2009

CONDON & FORSYTH LLP
ROD D. MARGO, SBN 97706
STEPHEN M. RINKA, SBN 219626

By: _____/s/_____
Rod D. Margo

Attorneys for Defendants Air Comet and
Interinvest

**APPROVED AND SO ORDERED WITH THE FOLLOWING
MODIFICATIONS:**

- 1. The cross-reference in paragraph 6(c) at page 4, line 27, to Paragraph 10, is modified to refer to Paragraph 8.**
- 2. The words “, subject to the Court’s approval,” are inserted into Paragraph 11 at page 7, line 4, prior to the words “any sealed. . . .”**

EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

INTERNATIONAL LEASE FINANCE
CORPORATION, a California
corporation, and CASTLE 2003-1C LLC,
a Delaware limited liability company;

Plaintiffs,

v.

AIR COMET, S.A., a Spanish
corporation; and INTERINVEST, S.A., an
Argentine corporation.

Defendants.

CASE NO. CV08 - 7928 JFW (JCx)
(Hon. John F. Walter)

I have read the Protective Order applicable to the above-captioned actions. I understand its terms and agree to be fully bound by them, and hereby submit to the jurisdiction of the United States District Court for the Central District of California for purposes of the enforcement of the Protective Order. I understand, in particular, that any CONFIDENTIAL information, and any copies, excerpts or summaries thereof and materials containing information derived therefrom, as well as any knowledge or information derived from any of the aforementioned items, may be used only for purposes of this litigation and may not be used for any other purpose, including without limitation, any business or commercial purpose. I further understand that failure to abide fully by the terms of the Protective Order may result in legal action against me, including being held in contempt of court and liability for monetary damages. A copy of my curriculum vitae is attached hereto.

AGREED TO AND ACCEPTED:

By:

Dated: